to a second grantee unconditionally. After the grantor's death the first grantee ceased to use the land for the specified purposes. *Held,* the second grantee, and not the grantor's heirs, was entitled to the land. *Irby* v. *Smith* (Ga. 1917) 93 S. E. 877.

Determinable fees simple have clearly been recognized by the courts of this country, 1 Tiffany, Real Property, § 81, and under the conveyance in the principal case the first grantee takes a determinable fee simple, leaving a possibility of reverter in the grantor. *First Universalist Society* v. *Boland* (1892) 155 Mass. 171, 29 N. E. 524; *North* v. *Graham* (1908) 235 Ill. 178, 85 N. E. 267. It has often been said that a possibility of reverter after a determinable fee cannot be assigned, as it is not an interest in land but a mere possibility of receiving back an interest that has been granted to another. 1 Tiffany, *op. cit.,* § 81; *North* v. *Graham supra*; *Pond* v. *Douglass* (1909) 106 Me. 85, 75 Atl. 320; see *Vaughan* v. *Langford* (1908) 81 S. C. 282, 62 S. E. 316. There are, however, decisions holding that this possibility of reverter may be assigned. *Slegel* v. *Lauer* (1892) 148 Pa. 236, 23 Atl. 996; *Green's Adm'r* v. *Irvine* (Ky. 1902) 66 S. W. 278. The tendency of the courts would seem to be to allow a greater freedom of alienation, Tiedeman, Real Property (3rd ed.) § 307, so, although contingent remainders could not be assigned at common law, *Mudge* v. *Hammill* (1899) 21 R. I. 283, 43 Atl. 544, a number of courts, under statutes providing for the transfer of any interest in land, hold them alienable when the person who will take upon the happening of the contingency is ascertained. *Morse* v. *Proper* (1888) 82 Ga. 13, 8 S. E. 625; *McDonald* v. *Bayard Savings Bank* (1904) 123 Iowa 413, 98 N. W. 1025; *Godman* v. *Simmons* (1892) 113 Mo. 122, 20 S. W. 972. The principal case, in holding the possibility of reverter after a determinable fee assignable, is in keeping with this tendency. If the conveyance to the second grantee had been with covenants of title and for a valuable consideration, the case could also be supported upon the ground that he acquired an equitable right to have the land conveyed to him by the grantor's heirs when it reverted to them. *Goodson* v. *Beacham* (1858) 24 Ga. 150.

ELECTIONS—ERRORS IN PRINTING THE NAME OF A CANDIDATE ON THE BALLOT.—Election officials, through a mistake, printed the name of one, Johnson, for that of the contestant, as the regular Democratic nominee on the ballots of a certain district. The votes cast for Johnson were sufficient to determine the election. *Held,* three judges dissenting, that the votes cast for Johnson were intended to be cast for the contestant, the regular Democratic nominee, and, therefore, are to be counted for him. *Bradley* v. *Cox* (Mo. 1917) 197 S. W. 88.

It is a primary rule of election law that whenever possible, the voter's rights will be saved, *People ex rel. Hirsh* v. *Wood* (1895) 148 N. Y. 142, 42 N. E. 536; *Powers* v. *Smith* (1892) 11 Mo. 45, 20 S. W. 101, and unless a statute expressly stipulates that no ballots shall be counted for failure to comply with its provisions, it will be held to be directory rather than mandatory, where the irregularity in the ballots is attacked after the election. *Town of Grove* v. *Haskell* (1909) 24 Okla. 707, 104 Pac. 56. Furthermore, if the error in the ballots is caused by the fault of officials in preparing them, the court will effectuate the intention of the voter, if it can be clearly ascertained. It has, therefore, been established that slight errors in the printing of the ballot will not invalidate them. *North* v. *McMahan* (1910) 26

Okla. 502, 110 Pac. 1115; *Kiernan* v. *City of Portland* (1910) 57 Ore. 454, 111 Pac. 379. Moreover, where the irregularity consists in printing improper initials, *State ex rel. Willoughby* v. *Gates* (1876) 43 Conn. 533, or in the misspelling of the name of the candidate so as to present a wrong name *idem sonans* with the correct name, *Norton* v. *Kanawha County Court* (W. Va. 1917) 91 S. E. 258, the ballot will not be declared void. Votes cast for a candidate whose name has been irregularly placed on the ballot because of non-compliance with the election law, *State ex rel. Brooks* v. *Fransham* (1897) 19 Mont. 273, 48 Pac. 1; but see *Price* v. *Lush* (1890) 10 Mont. 61, 24 Pac. 749, or for a candidate whose name has been placed in the wrong party column, *Powers* v. *Smith, supra,* have nevertheless been declared valid votes for such candidate. But, if the intention of the voter cannot be ascertained, as in the case of a name completely misspelled, *Bartlett* v. *McIntire* (1911) 108 Me. 161, 79 Atl. 525, or where the wrong name has been placed on the ballot, *Ott* v. *Brissette* (1904) 137 Mich. 717, 100 N. W. 906, the better rule would seem to be to declare the election void as to that office. The court in the instant case seems, therefore, clearly wrong, for to support the holding it had to presume that the voter intends to vote for the Democratic nominee, regardless of the name placed on the ballot. It would seem, on the contrary, that the elector intends to cast his vote for the candidate whose name appears on the ballot, rather than for the party and its nominee whether or not the name of such nominee appear.

EMPLOYERS' LIABILITY ACT — INSURANCE — LEGISLATION. — A Massachusetts statute (Mass. Acts of 1914, c. 469) provides that whenever a person is insured against loss on account of injury or death of another for which the insured is liable, the liability of the insurer becomes absolute upon judgment recovered against the insured. In accordance with the terms of the statute, *held,* the plaintiff employee might proceed in equity and was given an equitable lien on the insurance money. *Lorando* v. *Gethro* (Mass. 1917) 117 N. E. 185.

Insurance contracts for the protection of the employer against loss may take the form of a "liability" contract, in which the insurance is against a liability incurred as the result of injuries inflicted upon an employee, *Hoven* v. *Employers' Liability Assur. Corp.* (1896) 93 Wis. 201, 67 N. W. 46, or an "indemnity" contract, which insures against satisfaction of a judgment recovered by an employee against the employer. *Pheiler* v. *Penn Allen Portland Cement Co.* (1913) 240 Pa. 468, 87 Atl. 623. Under an "indemnity" contract, the bankruptcy of the employer between judgment and its satisfaction substantially defeats the remedy of the employee, see *Pheiler* v. *Penn Allen Portland Cement Co., supra,* and it would seem that the earlier statutes, Ohio Gen. Code (1910) §§ 9510-2, which merely subrogated the employee to such rights as the employer had, could not remedy the situation, though recently under such an act the insurer was held liable for a judgment rendered against the insured who was insolvent. *Verducci* v. *Casualty Co. of Am.* (1917) 96 Oh. St. 483. The first step to give adequate protection to the employee in the event of the employer's bankruptcy was taken by the courts which, by a process of judicial legislation, interpreted an employer's "indemnity" insurance contract with a stipulation allowing the insurance company the right to defend the employee's action against the employer, as a "liability" contract. *Elliott* v. *Aetna Life Ins. Co.* (Neb. 1917) 161 N. W. 579;